



**NY Power
Authority**

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200

APIInvoices@nypa.gov

Page 1 of 5

HAUGLAND ENERGY GROUP LLC
11 COMMERCIAL ST
PLAINVIEW NY 11803-2401
ATTN: John Reynolds

Your Vendor No. with us: 33150

PURCHASE ORDER

PO number : 4500295602 Date : 03/15/2018
Contact Person : HAGOP MIKAELIAN
Telephone : 914-681-6382 Fax : 914-681-6783
E-Mail Address : Hagop.Mikaelian@nypa.gov
Our Reference : 10268369

Your Reference : PR Restore

Delivery Point:

NEW YORK POWER AUTHORITY - WPO
123 MAIN STREET
WHITE PLAINS NY 10601

Delivery date	12/28/2018
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Deliv. terms: DDP DEST. FRGHT INCL IN PRICE

Payt. terms: NET DUE WITHIN 30 DAYS

Currency: USD

HAUGLAND ENERGY GROUP LLC. (CONTRACTOR) PROPOSAL DATED MARCH 6, 2018 TO PROVIDE POWER RESTORATION SERVICES FOR PUERTO RICO IS ACCEPTED BY THE NEW YORK POWER AUTHORITY FOR THE NOT TO EXCEED AMOUNT OF \$3,000,000.

CONTRACTOR TO PROVIDE THE NECESSARY QUALIFIED PERSONNEL AND ANY EQUIPMENT AND/OR MATERIALS REQUIRED TO PERFORM ENERGY RESTORATION SERVICES FOR PUERTO RICO AS A PART OF THE NEW YORK CONTINGENT.

PURCHASE ORDER No. 4500295602 HAS BEEN ASSIGNED FOR THIS WORK. THE EFFECTIVE DATE OF THIS CONTRACT IS MARCH 15, 2018 WITH THE EXPECTED COMPLETION DATE OF APRIL 18, 2018.

CONTRACT No. 4500295602 SHALL BE USED ON ALL FUTURE CORRESPONDENCE FOR THIS PROJECT.

THIS IS YOUR NOTICE OF CONTRACT AWARD, SUBJECT TO THE FOLLOWING:

1. THE EFFECTIVE DATE OF THIS CONTRACT IS MARCH 15, 2018 WITH THE EXPECTED COMPLETION DATE OF APRIL 18, 2018.



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PO number/date
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-
2. THE TERMS AND CONDITIONS OF CONTRACT No. MA00005320 SIGNED BETWEEN LONG ISLAND ELECTRIC UTILITY SERVCO LLC., d/b/a "LIPA", AND "HAUGLAND ENERGY GROUP" (CONTRACTOR) DATED DECEMBER 31, 2013 AS AMENDED BY ITS AMENDMENT No. 1, DATED NOVEMBER 1, 2017, SHALL GOVERN.
 3. EQUIPMENT AND LABOR RATES PROVIDED IN CONTRACTOR'S PROPOSAL DATED MARCH 6, 2018, SHALL APPLY.
 4. THE AUTHORITY'S PRIMARY CONTACT FOR THIS WORK IS MR. SAUL ROJAS, VP - TECHNICAL COMPLIANCE. HE CAN BE REACHED AT TEL. No. 914-681-6661 AND E-MAIL AT: SAUL.ROJAS@NYPA.GOV.
 5. CONTRACTOR ACCEPTS THE COMMERCIAL TERMS AND CONDITIONS OF THE CONTRACT REFERENCED IN SECTION No. 2 ABOVE.

INVOICING INSTRUCTIONS/ELECTRONIC PAYMENT:

- a) Email is now the preferred method for invoice submittal. All invoices can be sent via email as a PDF attachment to APInvoices@nypa.gov. The email "subject" and file name must contain the vendor name and PO number (e.g.: ABC Construction, 4500123456).
- b) In accordance with New York State goals to reduce paper, Contractor payments under this Contract will be provided electronically.
- c) Invoices for compensation shall be submitted monthly for Services (Work) actually performed.
- d) Invoices shall be payable by the Authority in accordance with the provisions of Appendix B entitled "Prompt Payment Policy." Invoices shall be subject to post-audit by the Authority and adjustment, if necessary. Such adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which cannot be supported by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services (Work).



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PO number/date
4500295602 / 03/15/2018

Invoices for reimbursable costs, if any, are required to be paid hereunder, shall be supported by relevant documentation.

- a) Payment for invoices submitted shall be rendered electronically unless payment by paper check is expressly authorized by the Authority upon documentation by the Contractor that acceptance of electronic payment from the Authority is not possible.
- b) In order to be paid electronically, the Contractor is requested to provide on company letterhead, a responsible parties contact information, signed by a financial official within ten (10) days of execution of this Contract, Automated Clearing House (ACH) Bank Instructions, which must include the following:
- * Bank Name
 - * Bank ABA No.
 - * Bank Account No.

Note: It is very important to provide NYPA the ACH Bank Instructions, not Wire Transfer Bank Instructions.

In order to provide payment information, the following Accounts Receivable information is also requested:

- Contact person's name
- Phone number
- E-mail
- Fax number

This Purchase Order is transmitted to you via "Echo-Sign" for electronic signature. Contractor is required to E-sign this contract/purchase order within five (5) business days and return it to the undersigned. This document will be the only record of this PO.

The New York Power Authority
123 Main Street
White Plains, NY - 10601
Attn: Mr. Hagop Mikaelian
Manager - Category (E & C)
Tel: 914-681-6382
E-mail: Hagop.mikaelian@nypa.gov



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HAUGLAND ENERGY GROUP LLC
11 COMMERCIAL ST
PLAINVIEW NY 11803-2401

PO number/date
4500295602 / 03/15/2018

COMPENSATION SCHEDULE

Item	Order Qty.	Unit	Unit Price	Extended Price
00001	3,000,000	EACH	1	3,000,000.00
SCOPE OF WORK :				
.				
PROVIDE UP TO ONE HUNDRED (100) ELECTRIC UTILITY WORKERS PLUS SUPERVISION AND SUPPORT STAFF TO RENDER EMERGENCY SERVICES FOR POWER RESTORATION EFFORTS IN PUERTO RICO.				
.				
EMERGENCY SERVCIES INCLUDES, BUT NOT LIMITED TO PERFORMING DISTRIBUTION, SUB-TRANSMISSION AND TRANSMISSION LINE WORK, HOUSE SERVICE INSTALLATION AND REPAIRS.				
.				
UTILITY WORKERS ARE REQUIRED OT BE QUALIFIED TO WORK ON DISTRIBUTION, SUB TRANSMISSION AND TRANSMISSION SYSTEMS.				
.				
CONTRACTING COMPANY SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, SUPERVISION, ADMINISTRATION AND MANAGEMENT SERVICES NECESSARY IN ORDER TO PERFORM THE EMERGENCY SERVICES IN ACCORDANCE WITH THE PLANS AND GUIDANCE PROVIDED BY THE NYS UNIFIED COMMAND INCLUDING THOSE RELATED TO SAFETY, INVOICING AND TRAVEL.				
.				
CONTRACTING COMPANY TO PROVIDE A DETAILD SCHEDULE FOR LABOR AND EQUIPMENT.				
.				
WORK SCHEUDLES ARE TO BE DETERMINED BY THE NYS UNIFIED COMMAND. TYPICAL WORK SCEDULES ARE 12-16 HOURS PER DAY, 7 DAYS PER WEEK. THERE ARE NO GUARANTEES OF WORKING HOURS.				
.				
TIME FRAME OF THE CONTRACT IS UNTIL 4/18/18. CONTRACT CAN BE EXTENDED OR TERMINATED WITH A 48 HOUR NOTICE.				
.				
CONTRACTING COMPANY IS TO PROVIDE MONTHLY INVOICES TO NYPA				
.				
TYPICAL ONE HUNDRED UTILITY WORKER SET-UP:				

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- .
- 1 SUPERINTENDENT
- 2 SAFETY SUPERVISORS
- 2 MECHANICS
- 5 GENERAL FOREMAN
- 1 ADMINISTRATIVE
- 100 QUALIFIED (HANDS ON COPPER)

Total Purchase Order Value USD 3,000,000.00

Signature: John Canale
John Canale (Mar 16, 2018)

Email: john.canale@nypa.gov

Title: VP Strategic Supply Management

Company: New York Power Authority

NYPA Authorized Signature and Date

Signature: William Haugland
William Haugland (Mar 16, 2018)

Email: bill@hauglandllc.com

Title: CEO

Company: Haugland Energy Group LLC

Vendor Acknowledgement Signature and Date

Acceptance of this order shall constitute
acceptance of terms and conditions which
follow and any attachments hereto.



Haugland Energy Group LLC
11 Commercial Street
Plainview, NY 11803
Phone: 516-336-6720
Fax: 516-336-6722

NYPA Work Scope:

1. Provide up to one hundred (100) electric utility workers plus supervision and support staff to render emergency services for power restoration efforts in Puerto Rico in response to New York State's response to the mutual assistance request made by the Commonwealth of Puerto Rico under the Emergency Management Assistance Compact.
2. Emergency services includes, but it is not limited to, performing distribution, sub-transmission and transmission line work, house service installations and repairs
3. The utility workers are required to be qualified to work on distribution, sub-transmission, and transmission systems.
4. Contracting company shall furnish all labor, tools, equipment, supervision, administration, and management services necessary in order to perform the emergency services in accordance with the plans and guidance provided by the New York State Unified Command. The New York State Unified Command is the management structure established in response to the restoration efforts in Puerto Rico.
5. Contracting company and its utility workers are required to adhere to all the policies and procedures established by the New York State Unified Command including those related to safety, invoicing and travel.
6. Contracting company to provide a detailed schedule for labor and equipment.
7. Work schedules are to be determined by New York State Unified Command. Typical work schedules are 12 – 16 hours per day, 7 days a weeks. There are no guarantees of working hours.
8. The timeframe of the contract is until 4/18/2018. Contract can be extended or terminated with a 48-hour notice.
9. Contracting company is to provide monthly invoices to NYPA.

Schedule:

Haugland Energy has on hand equipment and personnel to meet the work scope requirements. Staffing and Supervision levels are dependent on size of geography covered and the type of work. Our typical One hundred utility worker setup:

1 Superintendent
2 Safety Supervisors
2 Mechanics
5 General Foreman
1 Administrative
100 Qualified (hands on copper)



<http://hauglandgroup.us>



Haugland Energy Group LLC
11 Commercial Street
Plainview, NY 11803
Phone: 516-336-6720
Fax: 516-336-6722

Proposed Pricing and Terms:

The proposed pricing is based on an hourly rate for personnel and equipment deployed to Puerto Rico. The second set of rates factor in April's collective bargaining increase.

Double time is the applicable rate of pay for line construction work including travel time mobilizing and time spent transporting equipment to and from port to show-up.

Demobilization is paid at Overtime scale.

Equipment is to be charged hourly based on usage. Idle equipment to be billed at eight hours a day during mobilization, demobilization and when not utilized. Haugland Energy and NYPA to discuss specific equipment needs.

If not provided by others, Haugland Energy will seek reimbursed with a fifteen percent markup for costs associated as follows:

- Barging costs including vessel, special insurance coverages, ferrying/pilot/stevadoring charges, port fees, and import tariffs.
- Airline plane, luggage costs, and local travel to jobsite
- Regional taxes or licensing fees
- Lodging and meals, in accordance with FEMA rates
- Yard related costs including trailers, containers, toilets, security and equipment fuel

Payment terms are net 30.



<http://hauglandgroup.us>



Haugland Energy Group LLC
 11 Commercial Street
 Plainview, NY 11803
 Phone: 516-336-6720
 Fax: 516-336-6722

Labor Rates:

Title	Rates Effective 4/1/17-4/1/18			Rates Effective 4/1/18-4/1/19		
	Straight Time Rate	Overtime	Double Time	Straight Time Rate	Overtime	Double Time
General Foreman	\$ 157.29	\$ 212.93	\$ 278.20	\$ 165.15	\$ 223.58	\$ 292.11
Working Foreman	\$ 169.55	\$ 177.62	\$ 280.34	\$ 178.03	\$ 186.50	\$ 294.36
Journeyman Lineman	\$ 134.82	\$ 163.71	\$ 233.26	\$ 141.56	\$ 171.90	\$ 244.92
7th Step Apprentice	\$ 123.05	\$ 169.06	\$ 214.00	\$ 129.20	\$ 177.51	\$ 224.70
6th Step Apprentice	\$ 117.70	\$ 141.24	\$ 203.30	\$ 123.59	\$ 148.30	\$ 213.47
5th Step Apprentice	\$ 111.28	\$ 133.75	\$ 180.83	\$ 116.84	\$ 140.44	\$ 189.87
4th Step Apprentice	\$ 101.65	\$ 127.21	\$ 175.48	\$ 106.73	\$ 133.57	\$ 184.25
3rd Step Apprentice	\$ 97.34	\$ 130.54	\$ 164.78	\$ 102.21	\$ 137.07	\$ 173.02
2nd Step Apprentice	\$ 92.02	\$ 123.05	\$ 154.08	\$ 96.62	\$ 129.20	\$ 161.78
1st Step Apprentice	\$ 85.60	\$ 104.59	\$ 145.52	\$ 89.88	\$ 109.82	\$ 152.80
Equipment Operator	\$ 110.21	\$ 147.66	\$ 186.18	\$ 115.72	\$ 155.04	\$ 195.49
Material Man	\$ 116.63	\$ 159.43	\$ 201.16	\$ 122.46	\$ 167.40	\$ 211.22
Groundman	\$ 85.60	\$ 94.16	\$ 143.38	\$ 89.88	\$ 98.87	\$ 150.55
Flagman	\$ 69.55	\$ 89.88	\$ 112.35	\$ 73.03	\$ 94.37	\$ 117.97
Superintendent	\$ 172.20	\$ 272.54	\$ 289.84	\$ 172.20	\$ 272.54	\$ 289.84
Safety	\$ 145.46	\$ 250.37	\$ 268.64	\$ 145.46	\$ 250.37	\$ 268.64
Administration	\$ 55.65	\$ 95.17	\$ 99.50	\$ 55.65	\$ 95.17	\$ 99.50
Mechanic	\$ 134.82	\$ 163.71	\$ 233.26	\$ 141.56	\$ 171.90	\$ 244.92



<http://hauglandgroup.us>



Haugland Energy Group LLC
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Equipment Rates:

Equipment	Hourly Usage Rate
Air Compressor	\$ 19.95
Air Compressor with Tools	\$ 27.25
Bucket - Squirt Boom	\$ 44.05
Bucket Truck - 50-55 ML	\$ 57.00
Bucket Truck - 50-55MH	\$ 57.00
Bucket Truck - 65 ft	\$ 75.00
Bucket Truck - 75-95 ft	\$ 110.25
Bucket Truck - 100 ft	\$ 127.20
Flextrack Bucket 55' MH	\$ 95.00
Flextrack Bucket 70' MH	\$ 120.25
Digger Derrick	\$ 58.85
Digger Derrick 6 x 4	\$ 71.25
Back yard Digger	\$ 42.00
Flex Track-Digger	\$ 98.00
Pressure Digger	\$ 110.00
Material Trailer	\$ 13.08
Pole Trailer- Dinky	\$ 5.35
Pole Trailer- Multiple	\$ 10.70
Reel Trailer, Single Arbor Trailer	\$ 14.50
Reel Trailer, Three or Four Arbor	\$ 18.00
Wire Trailer	\$ 11.20
Trailer- Hot Line	\$ 38.00
Bull Wheel Puller Tensioner	\$ 45.00
Tensioner- Single or Double 42-72	\$ 60.25
Puller - Single TSE UP 400	\$ 250.80
UG Puller Truck 100K T880	\$ 331.13
Splicing Van	\$ 30.25
Cable Pulling Truck	\$ 62.00
Dump Truck	\$ 67.85
Trailer- 10 Ton	\$ 26.00
Tractor Trailer w/ Lowboy	\$ 85.00
Flex Track- Dump Truck	\$ 48.00
Excavator with Robotek Pole Handler	\$ 143.00
Front End Loader	\$ 142.00
Material Truck Lift Gate	\$ 25.00
Knuckleboom	\$ 87.00
Lull	\$ 42.00
Mechanics Truck	\$ 40.00
Flatbed Truck	\$ 22.33
Utility Truck - 1 Ton	\$ 20.68
Pick-up Truck - 4 wheel drive	\$ 12.84
Passenger bus	\$ 25.00



<http://hauglandgroup.us>

AMENDMENT NUMBER 1
TO THE CONTRACT FOR UNIT PRICE UTILITY LINE CONTRACTED WORK
DATED NOVEMBER 1, 2017
[MA00005320] – Haugland Energy Group, LLC

This Amendment to the CONTRACT FOR FURNISHING LABOR AND MATERIAL ON A LUMP SUM, UNIT PRICE, TIME AND MATERIALS OR COST PLUS BASIS ("Amendment No. 1") is entered into as of November 8, 2017 (the "Effective Date"), by and between Long Island Electric Utility Servco LLC ("Agent"), as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA ("LIPA" or "Company") with offices at 333 Earle Ovington Blvd., Uniondale, NY 11553, and HAUGLAND ENERGY GROUP, LLC. (the "Contractor"), with offices at 11 Commercial Avenue, Plainview, NY 11803. Company and Contractor are each referred to herein as a "Party," and collectively referred to as the "Parties." The Parties are the only parties to this Amendment No. 1. Agent is executing this Amendment No. 1 on behalf of Company in its capacity as agent for Company, and Agent is not a principal party to this Amendment No. 1.

WHEREAS, Company and Contractor entered into a Contract to perform all work, including labor, materials and equipment required for utility line construction assistance, overhead line work, house services and electric underground construction work (excluding RUD and CIPUD) for servicing the LIPA service territory, dated November 1, 2017 (MA00005320) (the "Contract") pursuant to which Contractor is to provide certain construction services to Company; and

WHEREAS, the Parties mutually desire to amend the Contract as set forth herein to clarify reimbursement rates and other terms for Contractor to prepare for, to be available for, and to provide storm restoration support services from November 8, 2017 through the end of the storm restoration period, to be determined at the sole discretion of the Company, estimated to be on or about January 31, 2018 (the "Storm Restoration Period").

NOW, THEREFORE, in consideration of the mutual premises, covenants, and provisions contained herein, the Parties agree as follows:

1. The Parties agree to add special project labor and equipment rates for use during the Storm Restoration Period (the "Special Project Labor and Equipment Rates").
 - a. Special Project Labor and Equipment Rates will be utilized at the sole discretion of Company.
 - b. Special Project Labor and Equipment Rates shall be available for use throughout the Storm Restoration Period.
 - c. Special Project Labor and Equipment Rates shall apply to storm restoration services to be provided by Contractor in Puerto Rico. Special Project Labor and Equipment Rates shall not apply to work performed by Contractor on the Company's System in New York.

AMENDMENT NUMBER 1
TO THE CONTRACT FOR UNIT PRICE UTILITY LINE CONTRACTED WORK
DATED NOVEMBER 1, 2017
[MA00005320] – Haugland Energy Group, LLC

- d. The following Special Project Labor and Equipment Rate Schedule is hereby incorporated into the Contract and made a part thereof:

Billing Rates	Standard Time	Over Time	Premium Time
General Foreman	\$ 157.29	\$ 212.93	\$ 278.20
Working Foreman	\$ 69.55	\$ 177.62	\$ 280.34
Journeyman Lineman	\$ 134.82	\$ 163.71	\$ 233.26
Apprentice 7 Lineman	\$ 123.05	\$ 169.06	\$ 214.00
Apprentice 6 Lineman	\$ 117.70	\$ 141.24	\$ 203.30
Apprentice 5 Lineman	\$ 111.28	\$ 133.75	\$ 180.83
Apprentice 4 Lineman	\$ 101.65	\$ 127.21	\$ 175.48
Apprentice 3 Lineman	\$ 97.37	\$ 130.54	\$ 164.78
Apprentice 2 Lineman	\$ 92.02	\$ 123.05	\$ 154.08
Apprentice 1 Lineman	\$ 85.60	\$ 104.59	\$ 145.52
Equipment Operator	\$ 110.21	\$ 147.66	\$ 186.18
Groundman	\$ 85.60	\$ 94.16	\$ 143.38
Flagman	\$ 69.55	\$ 89.88	\$ 112.35
Material Man	\$ 116.63	\$ 159.43	\$ 201.16

Equipment	Per Hour
EQ55 Digger Truck, AWS 3060 (MC-8)	\$ 58.85
EQ26 Bucket Truck 55' Material Handler (MC-8)	\$ 57.00
EQ77 Pick up Truck 4X4 1 ton (MC-8)	\$ 12.84
EQ114 Trailer - Pole (MC-8)	\$ 5.35
Passenger Bus	\$ 25.00

- e. In consideration of these Special Project Labor and Equipment Rates, Contractor shall provide twenty (20) personnel for storm restoration services support in Puerto Rico throughout the Storm Restoration Period, as requested by Company. Company shall have the option to order additional personnel at its sole discretion and with notice to Contractor.
- f. Contractor will be paid at Premium Time rates, as set forth in Section 1(d) above, during transit to Puerto Rico and throughout the Storm Restoration Period. Contractor will be paid Over Time, as set forth in Section 1(d) above, during return transit from Puerto Rico.
- i. Contractor crews shall work 12-16 hours per day, seven (7) days per week throughout the Storm Restoration Period.
 - ii. Equipment will be paid for all hours worked. Example: if the crews are working 16 hour days, the equipment will be billed for 16 hours. During travel situations or hours that the equipment is not worked it will be billed at 8 hours daily. This includes all down time during transit to and from Puerto Rico.
- g. Any incremental costs of securing appropriate insurances and/or Bond

AMENDMENT NUMBER 1
TO THE CONTRACT FOR UNIT PRICE UTILITY LINE CONTRACTED WORK
DATED NOVEMBER 1, 2017
[MA00005320] – Haugland Energy Group, LLC

requirements for Contractors storm restoration services support in Puerto Rico will be billed to Company at cost.

- h. Contractor employees that need to leave Puerto Rico before the Demobilization period for personal emergencies (medical, family, etc...) shall obtain approval from Company in advance. Approved emergencies will be reimbursed to Contractor at cost.
 - i. To the extent reasonably practicable, Company will provide Contractor with 24-hour advanced notification upon the termination of the Storm Restoration Period.
 - j. Contractor shall invoice Company as required by Company to allow Company to verify hours expended at the Special Project Labor and Equipment Rate(s) herein listed.
2. **Entire Agreement.** Except as provided in this Amendment No. 1, all other provisions of the Contract shall remain unchanged. This Amendment No. 1 constitutes the full, complete, and only agreement between the Parties with respect to the subject matter of this Amendment No. 1. This Amendment No. 1 supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations, and understandings, either oral or written between the Parties. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Amendment No. 1 shall be effective unless executed in accordance with the provisions set forth in the Contract. If any part of this Amendment No. 1 is determined to be judicially unenforceable for any reason, the remainder of this Amendment No. 1 shall remain in full force and effect. Contractor hereby agrees with, reaffirms, and acknowledges the representations and warranties contained in the Contract. Furthermore, Contractor represents that, as of the date hereof, all representations and warranties contained in the Contract continue to be true and in full force and effect.
3. **References.** All references to the Contract shall refer to the Contract as amended by this Amendment No. 1.
4. **Authority to Sign.** The signatories hereto represent that they are authorized to enter into this Amendment No. 1 on behalf of the Party for whom they sign.
5. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, which, when taken together, shall be deemed to be one and the same instrument.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

AMENDMENT NUMBER 1
TO THE CONTRACT FOR UNIT PRICE UTILITY LINE CONTRACTED WORK
DATED NOVEMBER 1, 2017
[MA00005320] – Haugland Energy Group, LLC

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed as of the Effective Date.

Haugland Energy Group, LLC

By:


(Signature)

Name:

STEVE SQUILLANTE
(Print)

Title:

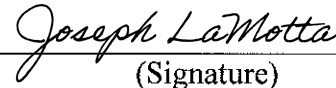
VP

Date:

11/9/17

Long Island Electric Utility Servco LLC
as agent of and acting on behalf of
Long Island Lighting Company d/b/a LIPA

By:


(Signature)

Name:

Joseph LaMotta

(Print)

Title:

Procurement Operations Manager

Date:

11/9/17

PROPRIETARY AND CONFIDENTIAL

**CONTRACT FOR
FURNISHING LABOR AND MATERIAL ON A LUMP SUM, UNIT PRICE, TIME AND MATERIALS
OR COST PLUS BASIS**

Between

Long Island Electric Utility Servco LLC
as agent of and acting on behalf of
Long Island Lighting Company d/b/a LIPA

and

HAUGLAND ENERGY GROUP, LLC.

MA00005320

For

Electric Unit Price Contract

Contract Signature Document

CONTRACT FOR FURNISHING LABOR AND MATERIAL ON A LUMP SUM,
UNIT PRICE, TIME AND MATERIALS OR COST PLUS BASIS
MA00005320

This CONTRACT FOR FURNISHING LABOR AND MATERIAL ON A LUMP SUM, UNIT PRICE, TIME AND MATERIALS OR COST PLUS BASIS executed as of the first date written below (the "Contract"), by and between Long Island Electric Utility Service LLC ("Agent") as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA ("LIPA" or "Company") with offices at 333 Earle Ovington Blvd., Uniondale, NY 11553, and HAUGLAND ENERGY GROUP, LLC. (the "Contractor"), with offices at 11 Commercial Avenue, Plainview, NY 11803. Company and Contractor are each referred to herein as a "Party," and collectively referred to as the "Parties." The Parties are the only parties to this Contract. Agent is executing this Contract on behalf of Company in its capacity as agent for Company, and Agent is not a principal party to this Contract.

WHEREAS, pursuant to the Amended and Restated Operation Services Agreement dated December 31, 2013, as it may be restated, amended, modified, or supplemented from time to time ("A&R OSA"), between LIPA and PSEG LI, PSEG LI through its operating subsidiary, Agent, has assumed managerial responsibility for the day-to-day operational maintenance of, and capital investment to, the electric transmission and distribution system owned by LIPA ("T&D System") as of January 1, 2014. Among the services to be provided under the A&R OSA, Agent will procure goods and services as agent of and acting on behalf of LIPA. Accordingly, Agent will administer this Agreement and shall be LIPA's representative in all matters related to this Contract, including all Attachments and Exhibits as applicable; and

WHEREAS, LIPA, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on LIPA, including responsibility for all undisputed sums due and owing Contractor; and

WHEREAS, Company desires to secure for labor, materials, tools, supervision, equipment or other work, including all data, documents, items or deliverables to be provided in accordance with the terms and conditions of this Contract, as more specifically set forth in Attachment 3 – General Terms and Conditions for Services and Attachment 4 – Specifications and/or Scope of Work ("Work"); and

WHEREAS, the Company desires to have the Contractor perform the Work in accordance with the Contract; and

WHEREAS, the Contractor, itself or through qualified Subcontractors, is prepared to provide all that is necessary to perform the Work;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Contract Documents.** This Contract includes this Contract Signature Document ("CSD") and the documents listed below, as well as their Attachments and Exhibits, which as a whole, constitute the entire agreement between the Parties, all of which form one integrated agreement and arrangement for the Contract:

Attachment 1	NOT APPLICABLE - Government Requirements Addendum Supplementary Conditions for Contracts pursuant to the Federal Emergency Management Agency ("FEMA");
Attachment 2	NOT APPLICABLE - Standards Set forth in the Federal Common Grant Rule, at 44 CFR Part 13 Federal Emergency Management Agency ("FEMA")
Attachment 3	General Terms and Conditions for Labor and Material on a Lump Sum, Unit Price, Time and Material or Cost Plus Basis;

- Attachment 4 Scope of Work and any Specifications and Drawings;
- Attachment 5 Pricing Schedule;
- Attachment 5a [INFORMATIONAL PURPOSES ONLY DOCUMENTS, IF ANY]; and
- Attachment 6 Contractor's Certificate of Insurance.

2. **Order of Precedence.** The parts of this Contract are to be considered complementary and what is required by one will be binding as if required by all. All provisions of the Contract shall be complied with. Only in the event of a conflict between the parts of this Contract, the parts shall govern in the order listed below:

- 1. **NOT APPLICABLE** - Attachment 1 – Government Requirements Addendum Supplementary Conditions for Contracts pursuant to the Federal Emergency Management Agency ("FEMA")
- 2. **NOT APPLICABLE** - Attachment 2 – Standards Set forth in the Federal Common Grant Rule, at 44 CFR Part 13 (Federal Emergency Management Agency ("FEMA"))
- 3. This CSD
- 4. Attachment 3 – General Terms and Conditions for Labor and Material on a Lump Sum, Unit Price, Time and Material or Cost Plus Basis
- 5. Attachment 4 – Scope of Work and any Specifications and Drawings
- 5a. Attachment 5a – [INFORMATIONAL PURPOSES ONLY DOCUMENTS, IF ANY];
- 6. Attachment 5 – Pricing Schedule

In the event of a conflict within a given part, or within any of the components thereof, the most stringent requirement will take precedence, except as may be otherwise determined in writing by the Company.

- 3. **Headings.** Any table of contents or section, article, attachment and exhibit titles and headings are inserted for convenience only and shall not be used for the purposes of interpreting this Contract.
- 4. **Without Limitation.** The words "include" and "including" are not words of limitation and shall be deemed to be followed by the words "but not limited to."
- 5. **Reference to Contract.** The words "herein", "hereof," or "hereunder" or similar terms refer to this Contract as a whole and not to any specific section or article.
- 6. **Term.** This Contract shall be in effect for four (4) month(s), commencing on November 1, 2017 (the "Effective Date"), unless terminated earlier in accordance with the provisions contained in Attachment 3.
- 7. **Contract Price.** As full consideration to the Contractor for the full and complete performance of the Work and all costs incurred in connection therewith, Company shall pay, at the prices, rates and markups specified herein and the Contractor shall accept said payments, up to the amount specified on each Purchase Order issued under the Contract with the aggregate amount of all Purchase Orders issued representing the contract price (the "Contract Price"). Each Purchase Order issued under the Contract is subject to revision as set forth herein and cannot be exceeded without the prior written consent of the Company in the form of a Change Order.

8. **Notices.** All Written Notices from the Contractor regarding this Contract shall be directed to the respective Company and Contractor representatives listed below.

All communication between Company and Contractor shall be addressed as follows:

If to Company:

Long Island Electric Utility Servco, LLC
c/o Long Island Lighting Company d/b/a LIPA
175 E. Old Country Road
Hicksville, New York 11801
Attn: Brian Miller - Procurement Director
Tel: 516-949-7007
Email: brian.miller@pseg.com

If to Contractor:


Haugland Energy Group, LLC
11 Commercial Avenue
Plainview, NY 11803
Attn: Steven Squillante
Tel: 516-336-6720
Email: SteveS@HauglandLLC.com

- (a) Notices delivered by hand shall be effective upon the date of delivery if on a business day or if not on a business day, on the first following business day. Notices sent by registered or certified mail as aforesaid shall be effective five days after being deposited in the United States mail.
- (b) Waiver of Notice. Contractor shall not be entitled to any Notices of any nature whatsoever from the Company, except with respect to matters for which this Contract specifically and expressly provides for the giving of Notice by the Company to Contractor and except with respect to matters for which the Company is required by Applicable Law to give Notice, and Contractor hereby expressly waives the right to receive any Notice from the Company with respect to any matter for which this Contract does not specifically and expressly provide for the giving of notice by the Company to Contractor.
9. **Entire Agreement.** This Contract constitutes the full, complete and only agreement between the Parties with respect to the Work. This Contract supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations and understandings, either oral or written between the Parties. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Contract shall be effective unless in writing, in the form of a Company Change Order executed in accordance with the provisions herein. If any part of this Contract is determined to be judicially unenforceable for any reason, the remainder of this Contract shall remain in full force and effect.
10. **Disclosure of Agency Relationship.** The Company has appointed PSEG LI and Servco to act as agent for the Company. Accordingly, Agent (as defined above) will administer this Agreement and shall be Company's representative in all matters related to this Agreement, including all Attachments and Exhibits as applicable. Company, as the principal, shall have ultimate, final and full liability for the obligations imposed hereunder on Company and Agent, including responsibility for all sums due and owing Contractor.
11. **Authority to Sign.** The signatories hereto represent that they are authorized to enter into this Contract on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the date first written below.

HAUGLAND ENERGY GROUP, LLC.

Long Island Electric Utility Service LLC
as agent of and acting on behalf of
Long Island Lighting Company d/b/a LIPA

By: 

(Signature)

By: _____
(Signature)

Name: Steve Squillante

(Print)

Name: _____
(Print)

Title: Senior Vice President

Title: _____

Date: 11/1/17

Date: _____

ATTACHMENT 1

(Reserved – Not Applicable)

ATTACHMENT 2

(Reserved – Not Applicable)

ATTACHMENT 3

General Terms and Conditions for Labor and Material on a Lump Sum, Unit Price, Time and Material or Cost
Plus Basis

ATTACHMENT 4

Scope of Work including any Specifications and Drawings

The primary focus of the Work is to perform the regular and re-occurring utility line maintenance, (overhead and underground) electric system upgrades and emergency response (known as “the Work”) in the overhead, underground, house services and emergency response functions (excluding RUD & CIPUD construction) across the entire LIPA service territory which includes Queens 5th Ward, Nassau and Suffolk Counties of New York. Contractor shall perform all Work in coordination with Company’s designated Operations Managers, to ensure efficiencies of efforts and schedule compliance.

Contractor shall furnish all labor, tools, equipment, supervision, administration, and management services necessary in order to perform the Work in accordance with the plans, specifications, Company standards, drawings and all Attachments, Exhibits and Appendices set forth within this Contract.

- “Specification ED&C-2 dated May 25, 2017 entitled Utility Line Construction Contractor Assistance” ;
- “Specifications M-300 revised March 21, 2017, entitled General Conditions”;
- "PSEG LI Underground Construction Standards 2017”;
- "PSEG LI Overhead Construction Standards 2017”;
- “Unit_Price_Guides_(UGOHHSTE)”;
- “Electrical_Unit_Price_SOW_-Unit_RFP_6-5-17”;

ATTACHMENT 5

Pricing Schedule

1. Contractor's full compensation for the Contract Price for all Work performed under the Contract is set forth within "Table 1a, Electric Services Unit Pricing", Electric Unit(s) purchased under the Contract shall be inclusive of all Work performed as specified within the Scope of Work (including applicable attachments, appendices, and specifications, and drawings) shall be as set forth in "Table 1a, Electric Services Unit Pricing "
2. Contractor shall submit signed invoices monthly, in a form and manner (including supporting data and documentation) that is in full conformity with this Agreement. Contractor shall separately itemize hours expended during the preceding month and the applicable hourly rate, if appropriate under this Contract. Other expenses shall be itemized separately on each Invoice. Payment of invoices shall be due within thirty (30) days after receipt of approved applications.
3. Signed Invoices will be deemed Contractor's representation that the Work for which payment is requested has been provided in full conformity with the Contract. No progress payment, or any use of the Work by the Company, shall be deemed to constitute the Company's acceptance of non-conforming Work.
4. Clear title to all Work covered by an Invoice shall pass to Company no later than at the time of payment.
5.
 - a) Overtime and Travel Time: Unless otherwise specified in further detail herein, no payment shall be made for time and expense for travel, meals or accommodations. All time shall be invoiced at the same rate, regardless of the days or hours worked, unless otherwise detailed herein.
 - b) If Contractor is performing Work on a cost-plus fee basis, the Company may reimburse Contractor at cost, without fee or mark-up, the cost of: taxes, travel, hotel accommodations, fees paid to Subcontractors doing Work on a cost-reimbursement basis (which fees shall not exceed the percentage fee paid to the Contractor), permit or licensing fees, royalties, insurance premiums, photocopying, long-distance telephone toll charges, postage and messenger service that are paid directly by the Contractor and approved as necessary in writing by the Company, in accordance with Company policy. Unless otherwise agreed to herein, the cost of computer time shall not be billed to the Company.
 - c) For Work performed on a time and material basis, the hourly rate(s) specified in this Contract shall incorporate all overheads, and Company shall not be billed for word processing, computer, and secretarial or clerical time. Company shall reimburse Contractor for necessary photocopying, toll calls, fax transmissions, mailing, or other costs as may be approved by the Company in advance. Travel expenses, meals, and accommodations shall not be charged to the Company unless agreed to prior to any such expense being incurred. No commuting expenses shall be charged to the Company.

ATTACHMENT 6

Contractor's Certificate of Insurance

(see attached)

